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5 Attorneys for Plaintiffs
6 **ROCK ON! FILMS, INC.;**
7 **JOE ECKARDT**

7
8 **UNITED STATES DISTRICT COURT**
9
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

9
10 ROCK ON! FILMS, INC., a New
11 York Corporation; JOE ECKARDT,
12 an Individual;

13 Plaintiffs,

14 v.
15 CECILY GAMBRELL, an Individual;
16 17 MILE DRIVE
17 ENTERTAINMENT, an Unknown
Entity Type;

18 Defendants.

Case No.: 2:22-cv-2254-JFW-PLA

**STIPULATION RE: ACCORD
AND SATISFACTION OF
ORDER AND AMENDMENT TO
SETTLEMENT AGREEMENT**

Action Filed: April 4, 2022

Trial Date: Not Set

NELSON COMIS KETTLE & KINNEY LLP
5811 Olivas Park Drive, Suite 202
Ventura, California 93003

1 Plaintiffs Rock On! Films, Inc. and Joe Eckardt (collectively "Plaintiffs")
2 and Defendants Cecily Gambrell and 17 Mile Drive Entertainment (collectively
3 "Defendants") hereby agree as follows:

4 **WHEREAS**, the Parties entered into a Settlement Agreement on or about
5 August 24, 2022;

6 **WHEREAS**, pursuant to Section I.1 of the Settlement Agreement
7 Plaintiffs were to pay certain amounts to one or more Defendants prior to an
8 Assignment of Copyright becoming effective;

9 **WHEREAS**, Plaintiffs maintained that Gambrell partially breached the
10 Settlement Agreement and subsequently, Gambrell was ordered by the Court on
11 or about January 4, 2023, to pay to Plaintiffs \$7,855 in damages and attorneys'
12 fees.

13 **WHEREAS**, the Parties wish to resolve and offset these payments owed
14 between them.

15 **WHEREAS**, the Parties intend for all other requirements of the
16 Settlement Agreement, other than those specifically addressed herein, to remain
17 effective and enforceable.

18 **THEREFORE**, the Parties hereby agree and stipulate as follows:

19 Defendants waive any right to payment under Section I.1 of the
20 Settlement Agreement and agree that the previously executed Assignment of
21 Copyright concerning a work entitled *I Ride Alone*, Copyright Registration No.
22 Pau003679516, which consists of a "page one" rewrite of a previous script
23 entitled *I Ride Alone*, is immediately effective.

24 Plaintiffs waive any further right to payment of the \$7,855 in fees and
25 damages ordered the Court on January 3, 2023, and agree that all obligations to
26 make such payments are satisfied by the Defendants' release of any right to
27 payment under Section I.1 of the Settlement Agreement.

1 IT IS SO STIPULATED:
2

3 DATED: February 6, 2023
4

5 Rock On! Films, Inc.
6

7 By: _____
8

9 Joe Eckardt
10

11 DATED: February 6, 2023
12

13 Joe Eckardt, in his individual capacity
14

15 _____
16

17 DATED: February 6, 2023
18

19 Cecily Gambrell, in her individual capacity
20

21 _____
22

23 DATED: February 6, 2023
24

25 17 Mile Drive Entertainment
26

27 By: _____
28 Cecily Gambrell
29

1 **IT IS SO STIPULATED:**
2

3 DATED: February 6, 2023

4 Rock On! Films, Inc.

5 By: _____
6

7
8 Joe Eckardt

9 DATED: February 6, 2023

10 Joe Eckardt, in his individual capacity

11
12 DATED: February 6, 2023

13 Cecily Gambrell, in her individual capacity

14
15 DATED: February 6, 2023

16
17 17 Mile Drive Entertainment

18 By:
19

20 Cecily Gambrell
21
22
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27
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